

**JOINT PROJECT AGREEMENT  
BETWEEN THE  
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM  
THE  
HOONAH INDIAN ASSOCIATION  
AND THE  
DENALI COMMISSION**

**HOONAH CLINIC REPLACEMENT – PLANNING & DESIGN  
COMMISSION PROJECT No. 0059-DC-2002-I12**

August 2004

**I. PARTIES**

This document constitutes an Agreement between the Alaska Native Tribal Health Consortium (a Tribally managed non-profit health care organization) hereinafter referred to as ANTHC, the Hoonah Indian Association (a Tribally managed governing body for the community of Hoonah) hereinafter referred to as HIA and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

**II. PURPOSE**

The purpose of this Agreement is to complete a design of a replacement health clinic in Hoonah as well as identify improvements to the existing health clinic for other health and social service purposes.

**III. MUTUAL INTEREST OF THE PARTIES**

All the parties are interested in the development, funding, construction and long-term operation of health programs for Alaskan communities.

**IV. RESPONSIBILITIES OF THE PARTIES**

ANTHC shall manage the design contract using one of their architectural and engineering (A&E) firms on retainer. This effort can include completion of the site plan checklist for both facilities.

All parties shall provide technical support by timely input of conceptual planning and design elements and timely review of submittals.

HIA is responsible for

- successful completion of a clinic business plan
- funds management - HIA shall draw Commission funding as needed and on a timely basis to pay for A&E consultant invoices as presented by ANTHC, and
- all other Award requirements specified in the Financial Assistance Award for Project No. 0059-DC-2002-I12, as amended, between the Commission and HIA.

V. APPORTIONMENT OF COSTS AND SERVICES

The Commission has provided \$360,000 for this project, of which \$315,000 has been identified specifically for A&E services and ANTHC management fees. The balance of \$45,000 is for HIA to complete the clinic business plan.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

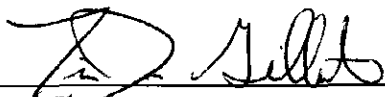
This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the design for the Hoonah clinic replacement and improvements to the existing clinic, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

VII. OTHER PROVISIONS

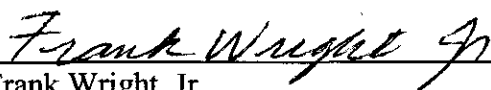
Nothing herein is intended to conflict with current directives of all the parties. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an Amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of all parties.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

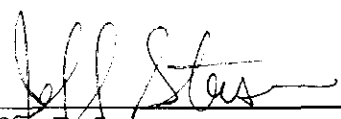
9/30/04  
Date

  
\_\_\_\_\_  
for Paul Sherry  
President/CEO  
Alaska Native Tribal Health Consortium

9-7-04  
Date

  
\_\_\_\_\_  
Frank Wright, Jr.  
President  
Hoonah Indian Association

8/18/04  
Date

  
\_\_\_\_\_  
Jeffrey B. Staser  
Federal Co-Chair  
Denali Commission